1092.

SUPREME COURT OF THE UNITED STATES.

No. 154.

THOMAS E. BOSWELL'S LESSEE, PLAINTIFF,

vs.

RODOLPHUS DICKINSON AND AL.

ON A CERTIFICATE OF DIVISION FROM THE CIRCUIT COURT U. S. FOR THE DISTRICT OF OHIO.

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J. & G. S. Gideon, printers.

Pleas begun and held at the court-house in the city of Columbus, on the third Monday of the month of July, being the nineteenth day of that month, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States of America the seventy-second, before the honorable John McLean and the honorable Humphrey H. Leavitt, judges of the circuit court of the United States for the district of Ohio.

Among the proceedings had were the following, to wit:

LESSEE OF THOMAS E. BOSWELL,
vs.
RODOLPHUS DICKINSON et al. } In ejectment.

Be it remembered, that heretofore, to wit, on the sixth day of June, in the year of our Lord one thousand eight hundred and forty-six, came the said plaintiff, by Messrs. Bartlett and Watson, his attorneys, and filed in the clerk's office of said court his declaration in an action of ejectment, with a notice thereunto annexed; which said declaration and notice are respectively in the words and figures following, to wit:

Circuit court of the United States of America, within and for the district of Ohio, vacation after December term of A. D. 1845.

John Doe complains of Richard Roe, for that Thomas E. Boswell, a citizen and resident of the county of Fayette, and State of Kentucky, heretofore, to wit, on the first day of November, in the year of our Lord one thousand eight hundred and thirty-one, at the county of Sandusky and State of Ohio, had demised to said John Doe the following lands and tenements, to wit, tract number seven (7,) with the appurtenances, of the value of ten thousand dollars, situate in the United States, reserve of two miles square at the lower rapids of Sandusky river, in the county of Sandusky and State of Ohio; also fifty town lots, one hundred dwelling-houses, one hundred shops, one hundred barnes, one hundred stables, one hundred out buildings, and eighty acres of land, all situate in said tract number seven aforesaid. To have and to hold the same unto the said John Doe from the said first day of November, in the year last aforesaid, for and during the full term and period of fifty years thence next ensuing.

And whereas, also, the said Thomas E. Boswell, a citizen and resident of Fayette county and State of Kentucky as aforesaid, heretofore, to wit, on the first day of April, in the year of our Lord one thousand eight hundred and thirty-two, at the county of Sandusky and State of Ohio, had demised to the said John Doe certain other lands and tenements, to wit, seventy-seven acres and seventy-five one-hundredths of an acre of land, with the appurtenances, of the value of ten thousand dollars, situate in the United States reserve of two miles square at the lower rapids of Sandusky river, in Sandusky county and State of Ohio,

known as tract number seven (7) of said reserve. To have and to hold the same unto the said John Doe, from the said first day of April, eighteen hundred and thirty-two aforesaid, for and during the full term and period of fifty years thence next ensuing; by virtue of which said several demises, the said John Doe entered into the said lands and tenements with the appurtenances, and became and was possessed thereof for the said several terms so to him thereof granted as aforesaid; and the said John Doe being so thereof possessed, the said Richard Roe afterwards, to wit, on the first day of May, in the year of our Lord one thousand eight hundred and thirty-two, at the county of Sandusky and State of Ohio, with force and arms entered into the said several tenements, with the appurtenances aforesaid, in which the said John Doe was so interested in the manner and for the said several terms aforesaid, and which are yet unexpired, and ejected the said John Doe therefrom, and from the said several tracts, buildings, tenements, and premises aforesaid, with the appurtenances, and other wrongs to the said John then and there did to his damage five thousand dollars, and therefore he sues, &c.

By B. J. BARTLETT & C. K. WATSON,
His attorneys.

To Messrs. Rodolphus Dickinson, Sardis Birchard, James Justice, Augustus Keller, George Griner, Henry Bletschar, John C. H. Montgomery, Austin B. Taylor, David Reeves, Benjamin F. Fletcher, Horner Everett, Lucius B. Otis, La Quino Rawson, John Lefler, Henry Baumann, John Stuber, John Shrenk, Nancy Hunt, George Mocnery, Peter Martin, Swycer Moore, and Alvin Coles, of Sandusky county and State of Ohio:

I am informed that you are in possession of, or claim title to, the premises in this declaration mentioned, or to some part thereof, and I being sued in this action as a casual ejector, and having no title to the said premises, do advise you to appear at the next term of the circuit court of the United States of America, to be holden within and for the district of Ohio, and make yourselves defendants in my stead, otherwise judgment will then be entered against me by default, and you will be turned out of possession.

RICHARD ROE.

March 28th, A. D. 1846.

On which said declaration is the following endorsement, to wit:

I, James Dougherty, acknowledge myself security for all costs for which the plaintiff may be liable in this suit.

JAMES DOUGHERTY.

April 3d, A. D. 1846.

THE STATE OF OHIO,
Ottawa county, ss:

I, Stanton H. Brown, clerk of the court of common pleas, and also recorder of deeds for said county, do hereby certify, that James Dough-

erty, whose name is subscribed as security for costs upon this declaration and notice, is a freeholder of this county to the value of over one thousand dollars, which is free and unincumbered; that I am well acquainted with the said James Dougherty, and with his handwriting, and that I verily believe his signature as hereinbefore referred to is genuine.

In testimony whereof I hereunto set my hand and affix the seal of the court of common pleas at Port Clinton, this fourth day of April, A. D. 1846.

[SEAL.]

STANTON H. BROWN,
Clerk of court common pleas.

THE STATE OF OHIO,
Sandusky county, ss:

I, Chester Edgerton, of said county, being duly sworn, make solemn oath, that on the eighth day of April, A. D. 1846, I served a true copy of the within declaration and notice in ejectment on the within named Rudolphus Dickinson, Sardis Richard, James Justice, John Shenk, Augustus Keller, George Greiner, Henry Bletschar, Austin B. Taylor, David Reeves, Benjamin F. Fletcher, Lucius B. Otis, La Quinio Rawson, John Lefler, Henry Bauman, John Stuber, Nancy Hunt, Swycer Moore, and Alvin Coles, in person, they being tenants in possession of the said premises; and on the same day I served a like true copy of the within declaration and notice on the within named George Mocnery, Peter Martin, and John C. H. Montgomery, by delivering the same to their wives at their dwelling-houses on said premises within described; and on the 9th of April, A. D. 1846, I served a true copy of said declaration and notice on the said Horner Everett, in person, he being a tenant in possession of said premises.

CHESTER EDGERTON.

Sworn to and subscribed before me, this 4th day of June, A. D. 1846.

S. OVERMYER,
Justice peace of said county.

And afterwards, to wit, on the ninth day of July, in the year eighteen hundred and forty-six, came the tenants on whom the said declaration was served, by their attorneys, and filed in the clerk's office aforesaid their several consent rules and pleas; which are respectively in the words and figures following, to wit:

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
RODOLPHUS DICKINSON.

And the said Rodolphus Dickinson comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of an undivided half of said tract, number seven (7), in the reservation of two miles square at the foot [of] the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says, that he is not guilty of the trespass and ejectment in the said declaration

alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like. By WILCOX, LANE, BUCKLAND, and HAYS, *His attorneys.*

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
JOHN LEFLER.

And the said John Lefler comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot number thirty-seven (37,) in Birchard and Dickinson's addition to the town of Sandusky, in said tract number 7, in the reservation of two miles square at the foot of the lower rapids in the Sandusky river, in the county of Sandusky and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says, that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he put himself on the country; and the said John Doe doth the like. By WILCOX, LANE, BUCKLAND, and HAYS.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
AUSTIN B. TAYLOR.

And the said Austin B. Taylor comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot number eighty-seven, (87,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number 7, in the reservation of two miles square at the foot of the lower rapids of Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like. By WILCOX, LANE, BUCKLAND, and HAYS, *His Attorneys.*

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
LUCIUS B. OTIS.

And the said Lucius B. Otis comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot number forty, (40,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number 7, in the reservation of two miles square at the foot of the lower rapids of

the Sandusky river, in the county of Sandusky and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country, and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYS,
His Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
HENRY BLETSCHER.

And the said Henry Bletscher comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot number ninety-two, (92,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number seven, (7,) in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYS,
His Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
GEORGE MOONOWY.

And the said George Moonowy comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of a fractional lot, bounded east by the Sandusky river, south by a line parallel to the south line of said tract number 7, and seventy feet north of the same; west by Front street, and north by a line parallel to said south line of said tract number 7, and two hundred and fifteen feet north of the same; situate in said tract number 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYS,
His Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
GEORGE GRINER.

And the said George Griner comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of a fractional lot, thirty feet wide, on the western reserve and Maumee road, and extending back from said road to the south line of said tract number seven, (7,) and bounded west by the street which runs between in-lots numbered twenty-seven and thirty-eight, in Birchard and Dickinson's addition to the town of Lower Sandusky, in tract number 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in the county of Sandusky and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYES,
His Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
JOHN STUBER and HENRY BAUMAN.

And the said John Stuber and Henry Bauman come and confess the lease, entry, and ouster in the said declaration mentioned, and admit themselves to be in possession of in-lot number twenty-seven, (27,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea say that they are not guilty of the trespass and ejectment in the said declaration alleged against them, and of this they put themselves upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYS,
Their Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
JOHN SHRENK.

And the said John Shrenk comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot number twenty-six, (26,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number 7,

the Sandusky river, in the county of Sandusky and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country, and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYS,
His Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
HENRY BLETSCHER.

And the said Henry Bletscher comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot number ninety-two, (92,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number seven, (7,) in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYS,
His Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
GEORGE MOONOWY.

And the said George Moonowy comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of a fractional lot, bounded east by the Sandusky river, south by a line parallel to the south line of said tract number 7, and seventy feet north of the same; west by Front street, and north by a line parallel to said south line of said tract number 7, and two hundred and fifteen feet north of the same; situate in said tract number 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYS,
His Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
GEORGE GRINER.

And the said George Griner comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of a fractional lot, thirty feet wide, on the western reserve and Maumee road, and extending back from said road to the south line of said tract number seven, (7,) and bounded west by the street which runs between in-lots numbered twenty-seven and thirty-eight, in Birchard and Dickinson's addition to the town of Lower Sandusky, in tract number 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in the county of Sandusky and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYES,
His Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
JOHN STUBER and HENRY BAUMAN.

And the said John Stuber and Henry Bauman come and confess the lease, entry, and ouster in the said declaration mentioned, and admit themselves to be in possession of in-lot number twenty-seven, (27,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea say that they are not guilty of the trespass and ejectment in the said declaration alleged against them, and of this they put themselves upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYS,
Their Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
JOHN SHRENK.

And the said John Shrenk comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot number twenty-six, (26,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number 7,

in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment alleged against him in the said declaration, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYES,
His Attorneys.

JOHN DOE, ex dem. Thomas E. Boswell,
vs.
JAMES JUSTICE.

And the said James Justice comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of that part of in-lots numbers nine, ten, and eight, as numbered on Birchard and Dickinson's addition to the town plat of Lower Sandusky, which is situate in said tract number seven, (7,) in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX,
LANE,
BUCKLAND, and
HAYS,
His Attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
LEWIS MOSSO.

And the said Lewis Mosso comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of fractional in-lot number four, (4,) in Birchard and Dickinson's addition to the town plat of Lower Sandusky, in Sandusky county, Ohio, in said tract number 7, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
His attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
DAVID REEVES.

And the said David Reeves comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot number eighty-eight, (88,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
His attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
AUGUSTUS KELLER.

And the said Augustus Keller comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot No. ninety-five, (95,) as numbered on Birchard and Dickinson's addition to the town plat of Lower Sandusky, in said tract number seven, (7,) in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in the county of Sandusky and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
His attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
PETER MARTIN.

And the said Peter Martin comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot number three, (3,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract number 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
His attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
JOHN C. H. MONTGOMERY.

And the said John C. H. Montgomery comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits him-

self to be in possession of in-lots Nos. ninety and ninety-one, (91,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract No. 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in the county of Sandusky and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
His attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
HORNER EVERETT.

And the said Horner Everett comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot No. eighty-six, (86,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract No. 7, in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
His attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
ALVIN COLES.

And the said Alvin Coles comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lots Nos. eighty-four and eighty-five, in Birchard and Dickinson's addition to the town plat of Lower Sandusky, in said tract No. 7, in the county of Sandusky and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
His attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
BENJAMIN F. FLETCHER.

And the said Benjamin F. Fletcher comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of in-lot No. eighty-nine, (89,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract No. 7, in the reservation of two miles square at the foot of the lower rapids

of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
His attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
NANCY HUNT.

And the said Nancy Hunt comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits herself to be in possession of a fractional lot in Birchard and Dickinson's addition to the town of Lower Sandusky, bounded east by the Sandusky river, south by the south line of said tract number 7, west by Front street, and north by a line parallel to the south line of said tract 7, and seventy feet distant therefrom, situate in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that she is not guilty of the trespass and ejectment in the said declaration alleged against her, and of this she puts herself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
Her attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
SARDIS BIRCHARD.

And the said Sardis Birchard comes and confesses the lease, entry, and ouster in the said declaration mentioned, and admits himself to be in possession of one undivided half of said tract No. seven, (7,) in the reservation of two miles square at the foot of the lower rapids of the Sandusky river, in the county of Sandusky and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the country; and the said John Doe doth the like.

By WILCOX, LANE, BUCKLAND, & HAYES,
His attorneys.

JOHN DOE, ex. dem. Thomas E. Boswell,
vs.
LA QUINIO RAWSON.

And the said La Quinio Rawson comes and confesses the lease, entry and ouster, in the said declaration mentioned, and admits himself to be in possession of in-lots Nos. thirty-eight, (38,) thirty-nine, (39,) forty-three, (43,) and forty-four, (44,) in Birchard and Dickinson's addition to the town of Lower Sandusky, in said tract No. 7, in the reservation of two miles square at the foot of the lower rapids of the

Sandusky river, in Sandusky county and State of Ohio, parcel of the premises in the said declaration mentioned, and for plea says that he is not guilty of the trespass and ejectment in the said declaration alleged against him, and of this he puts himself upon the county; and the said John Doe doth the like.

By his attorneys,

WILCOX, LANE, BUCKLAND, & HAYES.

And afterwards, to wit, at the July term of said court, in the year last aforesaid, this cause was continued.

And afterwards, to wit, at the November term of said court, in the year last aforesaid, this cause was continued.

And now, to wit, at the July term first aforesaid of said court, to wit, on Monday, the ninth day of August, in the year of our Lord 1847, came the parties, by their attorneys, and thereupon came a jury, to wit, Nathaniel McLean, John McElvain, Augustus Witte, David L. McGugan, William H. Smith, Elijah Spurgeon, Daniel Protsman, William A. Oliver, Lewis J. Moeller, Stoughton Bliss, Tobias S. Hawkins, and Charles H. Wetmore, who being duly sworn, the plaintiff to sustain the issue on his part gave in evidence to the jury a patent to the lessor of the plaintiff, herein filed, and marked (A,) in the words and figures following, to wit:

"*Final certificate, No.* 1597.

"Andrew Jackson, President of the United States of America, to all to whom these presents shall come, greeting:

"Know ye, that Thomas E. Boswell, assignee of Amasa Delano, having deposited in the General Land Office a certificate of the register of the land office at Wooster, whereby it appears that full payment has been made for the tract number seven, in the United States reserve of two miles square at the lower rapids of Sandusky river, containing seventy-seven acres and seventy-five hundredths of an acre, of the lands directed to be sold at Wooster, Ohio, by the act of Congress, entitled 'an act providing for the sale of the lands of the United States in the territory northwest of the Ohio, and above the mouth of Kentucky river,' and of the acts amendatory of the same, there is granted, by the United States, unto the said Thomas E. Boswell, and to his heirs, the tract, or lot, or section of land above described. To have and to hold the said [tract,] or lot, or section of land, with the appurtenances, unto the said Thomas E. Boswell, and to his heirs and assigns, forever.

"In testimony whereof I have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

"Given under my hand, at the city of Washington, the second day of September, in the year of our Lord one thousand eight hundred and thirty-one, and of the independence of the United States of America the fifty-sixth.

"By the President: "A. J.

"E. H.,

"*Commissioner of the General Land Office.*

"Recorded in volume 59, page 284.

"GENERAL LAND OFFICE, *January 13th*, 1846.

"I, James Shields, Commissioner of the General Land Office, do hereby certify, that the annexed is a true and literal exemplification from volume 59, page 284, of the patent records of this office.

"In testimony whereof I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Wash-
[L. S.] ington, on the day and year above written.

"JAMES SHIELDS,
"*Commissioner of the General Land Office.*"

And the plaintiff also offered in evidence to the jury an agreement between the parties herein filed, and marked (B,) in the words and figures following, to wit:

"Action of ejectment pending in the United States circuit court, in and for the district of Ohio.

"JOHN DOE, ex. demise of Thomas E. Boswell,
vs.
SARDIS BIRCHARD and others.

"It is admitted, as evidence in this case, that the plaintiff's lessor, said Thomas E. Boswell, now is, and, ever since the year A. D. 1818, has been, a resident citizen of the city of Lexington, county of Fayette, and State of Kentucky; that, from the first day of May, A. D. 1825, up to the first day of August, A. D. 1826, he was not within the State of Ohio, and that the premises in controversy in this case are of the value of ten thousand dollars.

"LANE, BUCKLAND, & HAYS,
"*Attorneys for defendants.*

"Lower Sandusky, Ohio, August 31st, A. D. 1846."

And thereupon the plaintiff rested his case; and the defendants, to maintain the issue on their part, then offered in evidence a certain record and sheriff's deed, herein filed and marked (C) and (D,) in the words and figures following, to wit:

"THOMAS L. HAWKINS
vs.
THOMAS E. BOSWELL, WILLIAM T. BARRY, and WILLIAM WHITTIMORE. } In chancery.

"Proceedings in chancery before the court of common pleas, within and for the county of Sandusky and State of Ohio, on the eighth day of July, in the year of our Lord one thousand eight hundred and twenty-six, in a certain cause wherein Thomas L. Hawkins was complainant, and Thomas E. Boswell, William T. Barry, and William Whittimore, were respondents. Be it remembered, that heretofore, to wit, on the twenty-fifth day of May, in the year of our Lord one thousand eight hundred and twenty-five, Thomas L. Hawkins filed in the office of the clerk of said court of common pleas a certain bill in chancery, in the words and figures following, to wit:

"*Bill.*

"To the honorable the president and associate judges of common pleas for the county of Sandusky, sitting as a court of chancery.

"Humbly complaining, sheweth unto your honors your orator, Thos. L. Hawkins, that, some time in the year 1816, Thomas E. Boswell, then and now of the State of Kentucky, your orator, one Reed, and also one Owings, engaged in building a saw mill at the town of Lower Sandusky, with a view and intent of purchasing of the Government, eventually, the land whereon said mill was to be erected. Orator further shews, that said Boswell advanced a part of the expenses necessary to the commencement of said mill, how much orator does not now remember, Owings about two hundred dollars, and Reed nothing. Orator further says, that all parties interested agreed that orator should be the acting agent in erecting said mill, and should advance his [share] of expense in said mill by labor, and if he advanced more than his share the other parties to refund; that orator went on and expended his time, labor, and money, from 1816, until the land at Sandusky reservation was sold, by agreement at Wooster, in 1818, when Reed and Owings abandoned the purchase of land on which [said] mill was commenced, or to proceed with said mill any further. And it was then agreed by Boswell, William T. Barry, of Kentucky, and William Whitimore, of Boston, (all three of whom orator prays may be made defendants to this bill,) and orator, to go on and purchase lot number nine, in said reservation, or a large part of it, and the same on which said mill was commenced; that said purchase was made, and purchasers agreed that orator should advance his share of purchase money in labor on said mill, and the improvement of said land; and further, that said orator should be the acting agent of said Barry, Boswell, and Whitimore; should go on and make contracts for the erection of said mill:

"Orator further says, he did go on and superintending the building of said mill, and continued to labor upon the same until 1823, and laid out for himself and others interested in said mill about $5,000, about $2,600 thereof orator advanced himself, besides his own time; that said orator believed that said Whitimore, Boswell, and Barry would convey to him one equal share of the land in said lot, that is, one fourth of all; that they should obtain a legal title to [all] of said land; orator further says, that said defendants have obtained a legal title to two-thirds of said lot, and now refuse to convey to orator any part of said land, or to account or refund to him the money he has laid out, more than his share on said mill, or pay him for his time expended, for his agency, &c.; all which actions and doings are contrary to equity and good conscience. In tender consideration whereof, and inasmuch [as] orator is remediless by the strict rules of the common law, and can only be relieved by this court, sitting as a court of equity. To the end, therefore, that the said Boswell, Barry, and Whitimore may, under their corporal oaths, true answers make to all matters herein charged; and on the final hearing of this cause, your honors will decree that the said defendants

convey one-fourth part of said land, to which they have obtained a legal title, and also to account to your orator for the money and time he has expended more than his share on said mill, and the improvements of said land, and that notice be given defendants, &c.

"O. PARISH, *Solicitor for complainants.*"

"*1. Entry.*"

"And afterwards, to wit, at the May term of said court, in the year of our Lord one thousand eight hundred and twenty-five, an order was made by the court in this cause, in the words and figures following, to wit:

"The complainants, by Orris Parish, his solicitor, came and filed his bill, and it appearing to the satisfaction of the court that the defendants are non-residents of this State, but reside in the States of Kentucky and Massachusetts; it is therefore ordered that notice of the pendency of this suit be published in the Western Statesmen, a newspaper printed in the town of Columbus, Ohio, for the term of nine weeks successively before the next term of this court, and that unless said defendants appear at the October term of this court, and plead, answer, or demur to said bill, that the matters and things therein set forth and charged will be taken as confessed against them accordingly; and this cause is continued."

"And afterwards, to wit, at the October term of said court, in the year of our Lord one thousand eight hundred and twenty-five, an order was made by the court in this cause, in the words and figures following, to wit:

"*Publication proved.*"

"This day came the complainant, by O. Parish, his counsel, and, on motion, leave is granted by the court to amend his bill, and this cause is continued; and at the date last aforesaid the said complainant filed in the office of the clerk aforesaid an exhibit, in the words and figures following, to wit:

T. L. HAWKINS
vs.
BARRY & BOSWELL. } In chancery.

"Personally appeared in open court, O. Parish, one of the editors of the Western Statesman, a newspaper published at Columbus, Ohio, and made oath that the order in this case, made at the last term of this court, to give defendants notice, &c., has been published in said paper nine weeks successively, since the last term aforesaid.

O. PARISH."

"Sworn and subscribed in open court.

JAMES A. SCRANTON, *Clerk.*"

"And afterwards, to wit, at the May term of said court, in the year of our Lord one thousand eight hundred and twenty-six, an order was made by the court in this cause, in the words and figures following, to wit:

This day came the complainant, by his counsel, [and the defendants]

still failing to appear and plead, answer, or demur, to complainant's bill, on motion of said complainant's counsel, it is ordered, adjudged, and decreed, that the matters and things in said bill set forth and charged, be taken as confessed by defendants; and it is further ordered that James A. Scranton be appointed a special master commissioner, to take an account between the parties, and report to this court the amount due from defendants to complainants, for money advanced and labor done, in erecting and building the mill in bill mentioned, more than his share of the expenditures in building said mill; and also report the evidence on which his opinion [in] said report shall be made; all other questions relative to this cause are open and continued till final decree."

And afterwards, to wit, on the day and year first aforesaid, the said James A. Scranton came and filed in the office of the clerk aforesaid his report, which is in the words and figures following, to wit:

"*M. report.*"

"Personally appeared before me, James A. Scranton, special master commissioner in chancery, Thomas L. Hawkins, complainant in a suit against Thomas E. Boswell, William F. Barry, and William Whitimore, defendants in chancery, for the purpose of making out his claims against the said Boswell, Barry, and Whitimore, according to the decretal order of the court of common pleas of Sandusky county."

	No.	
For work and labor done by James Cull, evidenced as per receipt - - - - -	1	$103 74
For work and labor done by John Crossett, evidenc'd as per receipt - - - - -	2	60 00
For materials furnished, as by receipt of Hudson Martin, as per receipt - - - -	4	20 48
For provision furnished, evidenced by receipt of Jos. Momeiny, as per receipt - - - -	5	4 00
For provision furnished, evidenced by receipt of Thos. Wilson, as per receipt - - -	6	4 59
For materials furnished, evidenced by receipt of John Drury, as per receipt - - - -	6	11 55
For boards furnished, evidenced by receipt of Thos. Hunt, as per receipt - - - -	7	14 00
For plank furnished, evidenced by order of Frederick Fally, as per receipt - - - -	8	14 00
For work and materials furnished, evidenced by receipt of Anthony Arnold, as per receipt - -	8	177 00
For tools furnished, evidenced by receipt of David Gallagher & Co., as per receipt - - -	9	12 21
For labor and materials furnished, evidenced by receipt of John Galtant, as per receipt - -	10	13 37

	No.	
For money paid, evidenced by order of Jacob Shafer, jr., as per voucher	11	$12 00
For work done, evidenced by receipt of Mack Murry, as per receipt	13	102 00
For work done, evidenced by receipt of Alphus Wakefield, as per receipt	14	4 00
For cash paid, evidenced by receipt of Jas. Barr, as per receipt	17	6 75
For work and labor on saw-mill, evidenced by receipt of Elisha W. Howland, as per receipt	19	117 75
For boarding mill hands, evidenced by receipt of Amos Earl, as per receipt	20	5 00
For cash furnished, evidenced by receipt of Thos. Brown, as per receipt	21	5 00
For work done on mill-dam, evidenced by receipt of Jas. Debar, as per receipt	21	85 25
For cash furnished, evidenced by receipt of Timothy Gayland, as per receipt	21	30 00
For cash furnished, evidenced by receipt of Jas. Debar, as per receipt	23	6 75
For work, evidenced by receipt of Jas. McDonald, as per receipt	23	14 00
For cash, evidenced by receipt of George G. Olmstead, as per receipt	23	81 63
For work on saw-mill, evidenced by receipt of Wm. Curtice, jr., for Uriah Curtice, as per receipt	28	195 25
For work done on wagon, evidenced by receipt of Jas. W. Pike, as per receipt	29	39 67
For work done on mill-dam, evidenced by receipt of Moses Nichols, as per receipt	30	5 00
For cash, evidenced by receipt of James Ely, as per receipt	31	3 00
For cash, evidenced by receipt of John Williams, as per receipt	31	3 00
For cash, evidenced by receipt of John Elison, as per receipt	31	3 00
For work and labor, evidenced by receipt of Elisha W. Howland, as per receipt	32	12 14
For labor, evidenced by receipt of James Hopkins, as per receipt	33	12 75
For work, evidenced by receipt of William Jones, as per receipt	36	17 50
For work on mill-dam, evidenced by receipt of Curtice Ball, as per receipt	35	15 29
For 500 feet hewed timber, evidenced by receipt of Thos. M. Dumorant, as per receipt	38	25 00

	No.	
For work, evidenced by receipt of Jas. Kirke, as per receipt	43	$14 00
For work done on mill-dam, evidenced by receipt of Joel Thomas, as per receipt	43	9 75
For work done on mill-dam, evidenced by receipt of Sanford Main, as per receipt	44	28 50
For work on mill, evidenced by receipt of Almiron Sands, as per receipt	45	19 88
For work on dam, evidenced by receipt of Jas. Gallagher, as per receipt	46	28 44
For repairing mill irons, evidenced by receipt of Curtice Ball, as per receipt	48	3 00
For cash paid, evidenced by order of John W. Davis, as per voucher	49	1 50
For work on mill-race, witnessed by receipt of Rob. Harvy, as per receipt	51	4 00
For goods furnished hands to work on mill-dam, witnessed by receipt of Geo. G. Olmstead, as per receipt	52	313 89
For cash paid on judgment, witnessed by receipt of Josiah Rumery, as per receipt	53	83 00
For work done on saw-mill, witnessed by receipt of Josiah Rumery, as per receipt	54	120 00
For cash paid for taxes, witnessed by receipt of Ezra Williams, as per receipt	50	3 90
For cash paid of judgment, witnessed by receipt of Josiah Rumery, as per receipt	55	96 00
For cash paid Cyrus Hulbard, subscription for building court-house in Sandusky, evidenced by receipt	57	151 00
For cash paid Ira Harrington, for labor on said mill, evidenced by receipt	58	101 50
		$2,016 86
Book accounts, charges made by complainant against defendants, for cash paid out, labor done, and materials furnished, and verified by complainant's affidavit		2,417 67
		$4,434 53
Five years services by complainant, from the year 1817 until 1821, in the service, at $220 per year, as evidenced by letters from defendants to complainant		1,100 00
		$5,534 53

Deduct from the above amount one-fourth, being the complainant's share, as set forth in said bill -		$1,374 64
		$4,159 89
Amount received by complainant from defendants, in money, labor, materials, rents, sales, &c., $3,060 56, one fourth to be deducted as complainant's part, $775 14 - - - -		2,315 42
		$1,844 47

"Balance appearing to be due from defendants to complainant.

JAMES A. SCRANTON,
Special master commissioner in chancery."

"I do hereby certify, that the foregoing balance of eighteen hundred and forty-four dollars and forty-seven cents I find to be due from defendants to complainant, after striking the balance as before stated, July 8th, 1826.

JAMES A. SCRANTON,
Special m ister commissioner in chancery."

"*Final decree, July*, 1826."

"And afterwards, to wit, on the day and year last aforesaid, an order was made by the court, in this cause, in the words and figures following, to wit: And now at this day came the complainant, by his solicitor, and this cause came on for final hearing upon the decree pro confesso aforesaid, and the bill and exhibits filed in this cause, and upon the report of James A. Scranton, the special master commissioner in chancery, to whom the same was referred; and the said master having reported to this court, in pursuance of their said order, that there was due the complainant from the defendants the sum of eighteen hundred and forty-four dollars and seventeen cents, for his disbursements advanced and services, the account having been received and inspected, the said report is accepted and confirmed by the said court, and find the said sum of eighteen hundred forty-four dollars and seventeen cents to be due from defendants to complainant; and thereupon the court do order, adjudge, and decree, that the complainant do recover of the said defendants the said sum of eighteen hundred forty-four dollars and seventeen cents, and his costs by him in this behalf expended. It is further ordered, adjudged, and decreed, that this decree shall, from the time of its being pronounced, have the force, operation, and effect of a judgment at law, and shall be a lien upon all the town lots of the defendants within said county, and also all the other real estate of the said defendants within said county of Sandusky, as security for the satisfaction of said decree; and it is further ordered, adjudged, and decreed, that the above sum of eighteen hundred forty-four dollars and seventeen

cents, and the costs to be taxed in this suit, be not paid within thirty days from the date of this decree, upon a precipe being filed with the clerk of this court by the complainant or his solicitor, execution shall issue against the goods, chattels, lands, and tenements of the said defendants, which shall be taken in execution, and sold in like manner as though said execution issued on a judgment rendered in a court of law; and all further proceedings in this cause to be continued until the next term."

"*I. entry.*"

"And afterwards, to wit, at the April [term] of said court, in the year of our Lord one thousand eight hundred and forty-six, an order was made by the court, in this cause, in the words and figures following, to wit: It is shewn to the court that the clerk, in making up the record in this case, has omitted to record certain portions of said proceedings, especially the order for publication, the proof of publication, and the master's report and exhibits; it is therefore ordered that the clerk make a new and complete record of this case, as amply as the same exists in his office.

M. H. TILDEN, *President judge*."

"THOMAS L. HAWKINS,
vs.
THOMAS E. BOSWELL, William T. Barry, and William Whitimore."

"This day came the plaintiff, Thomas L. Hawkins, and it appearing to the satisfaction of the court that Cooper K. Watson, Brice J. Bartlett, and John L. Green, the attorneys of said Thomas E. Boswell, and of the legal heirs and representatives of the said William T. Barry, had due notice of this motion, and the said Hawkins having made proof of the due publication of the notice of which the following is a copy, to wit:

"THE STATE OF OHIO,
Sandusky common pleas, May term, 1825.

THOMAS L. HAWKINS
vs.
WILLIAM T. BARRY, Thomas E. Boswell, and William Whitimore.

"This day came the complainant, by Orris Parrish, his solicitor, and filed his bill; and it appearing to the satisfaction of the court that the defendants are not residents of this State, but reside [in] the States of Kentucky and Massachusetts, it is therefore ordered that notice of the pendency of this suit be published in the Western Statesman, a newspaper printed in the town of Columbus, Ohio, for the term of nine weeks, successively, before the next term of this court; that unless said defendants appear at the October term of this court, and plead, answer, or demur to said bill, that the matters and things therein set forth and

charged will be taken as confessed, and a decree rendered against them accordingly.

"A true copy: JAMES A. SCRANTON, *Clerk*."

"And it appearing to the satisfaction of the court that said notice was published in the town of Columbus, and State of Ohio, once each week, for the period of nine weeks next preceding and ending on the 17th day of August, A. D. 1825, it is therefore ordered, that this entry of the proof of the same be entered on the journal of this court, and be inserted in and made part of the complete record in this case."

"THE STATE OF OHIO, *Sandusky county, ss:*

I, La Q. Rawson, clerk of the court of common pleas within and for said county, do hereby certify, that the foregoing is truly taken and copied from the records of said court.

In testimony whereof, I do hereunto subscribe my name, and affix the seal of said court, at Lower Sandusky, this 7th day of November, A. D. 1846.

[L. S.]

LA Q. RAWSON, *Clerk*.
By D. CAPPER, *Deputy*."

[SEAL.] THE STATE OF OHIO,
Sandusky county, ss:

To the sheriff of said county, greeting:

"We command you, that of the goods and chattels of Thomas E. Boswell, William T. Barry, and William Whitimore, late of your bailiwick, you cause to be made the sum of eighteen hundred and fifty-two dollars and three cents, with legal interest thereon, to be computed at the rate of six per centum per annum, from the 8th day of July, A. D. 1826, until paid; and, for the want of goods and chattels, you cause the same to be made of the lands, tenements, hereditaments, of the said Boswell, Barry, and Whitimore, which Thomas L. Hawkins, late in the Sandusky court of common pleas, recovered against them, whereof they are convict, as appears to us of record; and that you have the same before the honorable the judges of the court aforesaid, at the court-house in Sandusky, on the first day of our next term, to render unto the said Thomas L. Hawkins for his debt and costs, and have then there this writ.

Witness E. Lane, president of our said court, at the court-house aforesaid, this 8th day of August, A. D. 1826.

Teste: JAMES A. SCRANTON, *Clerk*."

"Which said writ was endorsed by said clerk as follows, to wit:

No. 103.—Sandusky common pleas.

"THOMAS L. HAWKINS, plaintiff,
vs.
THOMAS E. BOSWELL et al., defendants. } Fi. fa.

"Returned first day of October term.

Decree - - - - - -	$1,844 17
Clerk's fees - - - - -	2 70
Sheriff's do - - - - -	0 16
Docket do - - - - -	5 00
Interest from 8th July, 1826 - - -	
Increase - - - - -	0 41
	$1,852 44

"And afterwards, to wit, on the 16th day of October, 1826, the sheriff returned said writ, endorsed as follows, to wit: I find no goods and chattels whereon to levy, this 12th day of August, 1826.

GILES THOMPSON,
Sheriff."

"Therefore, I have levied on thirty-four in-lots, as numbered and recorded on the town plat of Sandusky, to wit, No. 117, 148, 149, 119, 150, 151, 152, 143, 142, 141, 156, 157, 158, 159, 140, 125, 137, 163, 164, 165, 166, 167, 168, 169, 127, 128, 135, 136, 170, 171, 172, 173, 174, 132, which lots were levied upon the 12th day of August, A. D. 1826, and appraised on said day by five disinterested land holders of the county of Sandusky, to wit, Lisander C. Ball, Thomas Gallaher, Archibald Shaw, Morris Tyler, and James P. Shepherdson, who were duly sworn, according to law, to impartially appraise said lots while on actual view of the same; and said appraisers did return to me, under their hands and seals, that on actual view of said lots, and on their oaths aforesaid, they did value said lots to be worth in cash, in hand paid, six hundred and eighty-four dollars. On the receipt of said appraisal, a copy whereof being returned to the clerk of said court, August 15th, I proceeded to advertise the same by setting up upon the court-house door, and in five other public places in said county, two of which were in the township where said lots are situated, and also caused the same to be printed in the Clarion, a paper printed in Huron county, as no paper is printed in our said county; and according to said advertisement I offered the same for sale, on the 25th day of September, 1826, and said lots were purchased by Thomas L. Hawkins, plaintiff in said suit, for the sum of four hundred and fifty-six dollars, it being two thirds the appraised value, he being the highest bidder. In taking the costs of said writ from the amount of the purchase money, leaves a ballance of four hundred thirty-three dollars and seventy-one cents, as to which balance I return satisfied; as to the balance of said execution, I return not satisfied, this 16th day of October, 1826.

GILES THOMPSON,
Sheriff of Sandusky county."

"Service - - - - -	$0 40
Summoning appraisers - - -	2 00
Appraisers' fees - - - -	2 50
Written advertisements - - -	1 50
Printing - - - - -	2 00
Poundage - - - - -	9 12
Deed - - - - -	2 00
Total amount - -	$19 52

G. THOMPSON, *Sheriff*."

"*Appraisement.*

"And the appraisement filed by the said sheriff is in the words and figures following, to wit:

"STATE OF OHIO,
Sandusky county, ss:

We, the undersigned, freeholders of said *county, ss. We the undersigned, freeholders of said* county, being summoned by Giles Thompson, sheriff of said county, to view and appraise certain in-lots, as numbered and recorded on the town plat of Sandusky, taken in execution by said sheriff, at the suit of Thomas L. Hawkins against Thomas E. Boswell and others, having been severally sworn to faithfully and impartially view and appraise said lots, and a true value place thereon, as per cash in hand paid down, actual view and on our oaths aforesaid, value said lots as follows, to wit:

No.	Value.	No.	Value.	No.	Value.	No.	Value.	No.	Value.
117	$50	119	$100	152	$30	141	$20	158	$17
148	30	150	50	143	50	156	10	159	10
149	40	151	30	142	20	157	15	140	12
125	35	137	17	163	16	164	16	165	16
166	10	167	8	168	6	169	6	127	14
128	12	135	8	136	8	170	6	171	5
172	5	173	5	174	4	132	3		

Given under our hands and seals at L. Sandusky, this 12th day of August, A. D. 1826.

LISANDER C. BALL, [SEAL.]
THOMAS GALLAHER, [SEAL.]
ARCHIBALD SHAW, [SEAL.]
MORRIS TYLER, [SEAL.]
JAMES P. SHEPHERDSON. [SEAL.]

"I do certify the above to be a true copy.

GILES THOMPSON,
Sheriff of S. county."

"And afterwards, to wit, at the October term of said court, in the year

of our Lord one thousand eight hundred and twenty six, an order was made by the court in this cause, in the words and figures following, to wit:

"This day came the complainant, by his counsel, and shews to the court the execution to the sheriff in this cause directed, and the return thereon, and the court having inspected the proceedings of the sheriff, in the sale of certain real estate sold on said execution, and being satisfied that the same have in all things, agreeable to the statute in such case made and provided, and the decree herein rendered, confirm said sale, and order the same to be confirmed, and that the sheriff make a deed to purchaser for said real estate.

"And afterwards, on the 9th day of June, A. D. 1831, a writ was issued in the words following, to wit:

"*Writ.*

"THE STATE OF OHIO,
Sandusky county, ss: [SEAL.]

To the sheriff of our said county, greeting:

We command you, that of the goods and chattels of Thomas E. Boswell, William T. Barry, and William Whitimore, late of your bailiwick, you cause to be made the sum of eighteen hundred forty-four dollars and seventeen cents, with legal interest thereon, to be computed at the rate of six per centum per annum, from the 8th day of July, A. D. 1826, until paid, and for want of goods and chattels you cause the same to be made of the lands, tenements, hereditaments, of the said Thomas E. Boswell, and others, together with twenty-seven dollars and seventy-nine cents, which Thomas L. Hawkins, late in the Sandusky common pleas recovered against them, whereof they are convict, as appears to us of record; and that you have the same before the honorable the judges of the court aforesaid, at the court-house in Sandusky, on the first day of our next term, to render unto the said Thomas L. Hawkins for his debt and costs aforesaid, and have you then there this writ.

Witness the honorable David Higgins, president of our said court, at the court-house aforesaid; this 9th day of June, A. D. 1831.

Test: J. A. SCRANTON, *Clerk.*"

"No. 200.—Sandusky common pleas.

"THOMAS L. HAWKINS, plaintiff,
vs.
THOMAS E. BOSWELL et al., defendants. } Alias fi. fa. to October term.

Decree - - - - - - - - -	$1,844 17
Cost on fi. fa. - - - - - - -	27 79
Interest from 8th July, 1826, - - - -	
Increase - - - - - - - -	41
Money made on fi. fa. - - - - -	456 00"

"October term, 1831. I return this writ, because of no property being found on which to levy. SAMUEL CROWELL, *Sheriff*."

"And afterwards, to wit, on the 26th day of November, A. D. 1831, a writ was issued in the words and figures following, to wit:

"THE STATE OF OHIO,
Sandusky county, ss: [SEAL.]

To the sheriff of our said county, greeting:

We command you, as we have often heretofore commanded you, that of the goods and chattels of Thomas E. Boswell, William T. Barry, and William Whitimore, late of your bailiwick, you cause to be made the sum of eighteen hundred forty-four dollars and seventeen cents, with legal interest thereon, to be computed at the rate of six per centum per annum, from the 8th day of July, A. D. 1826, until paid; and for want of goods and chattels you cause the same to be made of the lands, tenements, hereditaments, of the said Thomas E. Boswell and others, together with twenty-seven dollars and seventy-nine cents costs, which Thomas L. Hawkins, late in the Sandusky court of common pleas, recovered against them whereof they are convict, as appears to us of record; and that you have the same before the honorable the judges of the court aforesaid, at the court-house in Sandusky, on the first day of our next term, to render unto the said Thomas L. Hawkins for his debt and costs aforesaid, and have then there this writ.

Witness the honorable David Higgins, president of our said court, at the court-house aforesaid, this 26th day of November, A. D. 1831.

Teste: J. A. SCRANTON, *Clerk*."

"No. 214.—Sandusky common pleas.

"THOMAS L. HAWKINS, plaintiff,
vs.
T. E. BOSWELL and others, defendants.

Pluries fi. fa. returnable to next term.

Decree - - - - -	$1,844 17
Costs in fi. fa. - - - -	28 20
Increase - - - - -	41
	$1,872 78
Interest from 8th July, 1826 - -	

Service 40, appraising 1 00, 3 appraisers 1 50, advertising 1 87½, printing bill 3 50, postage 12½, poundage 12 18—$20 58.

Received this November 28th, 1831; and on the following day, I levied on, and had appraised by Jacob Nyce, George Bixler, and Robert Rice, the N. W. qr. of section No. 2, in the Lower Sandusky reservation, valued at $1 75 per acre; and also lot No. 7, in the same reservation, same range, and same township, containing 77 acres and $\frac{75}{100}$ of an acre, and valued at $432 00 on the whole.

SAMUEL CROWELL, *Sheriff*."

"*March* 3*d*, 1832.

Agreeably to instructions from plaintiffs, and a correspondent advertisement published in the Clarion, I, on this day, sold the above quarter section to Henry Bowlus, jr., for $321, and lot No. 7, to Sardis Birchard, for $288, being just two-thirds of the appraised value, and therefore return this execution, with six hundred and nine dollars paid thereon, but yet not satisfied. S. CROWELL, *Sheriff*."

"Received this execution November 28, A. D. 1831.

"*Return on execution.*

"THE STATE OF OHIO,
Sandusky Common Pleas:

In pursuance of the within execution, I did, on the twenty-ninth day of November, A. D. 1831, levy on, and had appraised on oath, by Jacob Nyce, George Bixler, and Robert Rice, freeholders of the county aforesaid, lot No. 7, in the Lower Sandusky reservation, range 15, and township 5, who did, under their hands and seals, return that upon actual view of the premises, and having been sworn, as the law require, did value and appraise the above said lot No. 7 as aforesaid, containing seventy-seven acres and seventy-five hundreths of an acre, to be worth four hundred and thirty-two dollars ($432 00) on the whole; a copy of which appraisement I did immediately thereafter file in the office of this court; and, therefore, on said twenty-first day of January, A. D. 1832, did advertise the aforesaid lot No. 7, by causing public notice of the time and place of sale to be given thirty days before the day of sale in the Sandusky Clarion, a paper published in Portland, Huron county, and in general circulation in this county, there being at this period no paper published in this county; and I also put up five written advertisements, two of which were put up in the township in which the land is situate, and one on the court-house door; and on the third day of March, following, being the day of sale, I offered said lot number 7 as aforesaid for sale at the door of the court-house, in Lower Sandusky, and sold the same to Sardis Birchard for the sum of two hundred and eighty-eight dollars, ($288 00,) he bidding two-thirds of the appraised value, and being the highest and best bidder; I have therefore made on the said execution twenty-four dollars and fifty-nine ½ cents ($24 59½) costs, and two hundred and sixty-three dollars and forty ½ cents ($263 40½) debt, and therefore return this execution satisfied in part, viz., as much as $263 40½.

S. CROWELL, *Sheriff*."

"*Appraisement.*

"Copy of an Appraisement.

"THE STATE OF OHIO,
Sandusky county, ss:

We, the undersigned, freeholders and inhabitants of Sandusky county, having been summoned by Samuel Crowell, sheriff of said county, to

value and appraise the N. W. qr. of section No. 2, in the Lower Sandusky reservation, in range 15, township 5, do, on our oaths, value and appraise the same at $1 75 per acre, and lot No. 7, in the same reservation, same range, and same township, containing 77 acres and 75-100 of an acre, do, on our oaths, and on actual view of said property, together with said sheriff, value and appraise the same to be worth, on the whole, ($432) dollars.

Given under our hands and seals, this 29th day of November, A. D. 1831.

JACOB NYCE. [SEAL.]
ROBERT S. RICE. [SEAL.]
GEORGE BIXLER. [SEAL.]

I hereby certify, that the above named Jacob Nyce, George Bixler, and Robert S. Rice, are freeholders of the county aforesaid, and that I administered to them the necessary oath, while viewing the premises.

November 29th, 1831.

SAMUEL CROWELL, *Sheriff*."

" Filed December 2d, 1831.

J. A. SCRANTON, *Clerk*."

" *Notice of Sale.*

" Sheriff's Sales.

By virtue of an execution, pluries fi. fa., to me directed from the court of common pleas for Sandusky county, Ohio, I will offer for sale, for cash, at the court-house in Lower Sandusky, on Saturday, the third of March next, between the hours prescribed by law, the northwest quarter of section No. 2, in Lower Sandusky reservation, in range 15, township 5, taken as the property of Thomas E. Boswell and others, at the suit of Thomas L. Hawkins.

Lower Sandusky, January 21st, A. D. 1832.

S. CROWELL, *Sheriff*."

" THE STATE OF OHIO,
Huron county, ss:

I, George W. Campbell, an apprentice in the office of the Sandusky Clarion, do solemnly, sincerely, and truly, declare and affirm, that the advertisement, of which the annexed is a copy, has been published five successive weeks in said paper, commencing in a paper dated February first, 1832.

GEORGE W. CAMPBELL.

Sworn to and subscribed before me, this 3d day of March, 1832.

ABNER LYMAN,
Justice of the peace, Huron county."

"Also by virtue of an execution, pluries fi. fa., to me directed from the court of common pleas, for Sandusky county, Ohio, I will offer for sale, for cash, at the court-house in Lower Sandusky, on the third day of

March next, between the hours prescribed by law, lot No. 7, in the Lower Sandusky reservation, in range 15, township five, containing seventy-seven acres and 75-100 of an acre of land, taken as the property of Thomas E. Boswell and others, at the suit of Thomas L. Hawkins.

N. B. There being an excellent fishery on this lot, it is worth the attention of the capitalist.

Lower Sandusky, January 21st, A. D. 1832.

S. CROWELL, *Sheriff*."

"THE STATE OF OHIO, *Huron county, ss:*

I, George W. Campbell, an apprentice in the office of the Sandusky Clarion, do solemnly, sincerely, and truly, affirm and declare, that the advertisement, of which the annexed is a copy, has been published five successive weeks in said paper; commencing in a paper dated February first, 1832.

GEORGE W. CAMPBELL.

Sworn to and subscribed before me, this 3d day of March, 1832.

ABNER LYMAN,

One of the justices of the peace of Huron county."

"*Confirmation.*

"And afterwards, to wit, at the March term of said court, A. D. 1832, an order was made [by] the court in this cause, in the words and figures following, to wit:

THOMAS L. HAWKINS, complainant,
vs.
THOMAS E. BOSWELL and others, defendants.

On the return of the sheriff, on pluries fi. fa., who has levied on tract or lot No. 7, in the Sandusky reservation, to satisfy the aforesaid execution, and taken as the property of the said Thomas E. Boswell, the court having carefully examined and inspected the proceedings of the sheriff aforesaid, on the pluries fi. fa. aforesaid, and his return thereon, were satisfied that the lot No. 7, on said writ returned, sold to Sardis Birchard, as described in said return by said sheriff, has been in all respects in conformity with the provision of an act 'entitled an act regulating judgments and executions.' It is therefore ordered by the court, that the sheriff of this county make and deliver, in due form of law, a deed to the said Sardis Birchard.

"*Writ.*

"And afterwards, to wit, on the 30th day of March, A. D. 1836, a writ was issued in this cause, in the words and figures following, to wit:

THE STATE OF OHIO, *Sandusky county, ss:*

To the sheriff of said county, greeting:

We command you, as we have often heretofore commanded you, that, of the goods and chattels of Thomas E. Boswell, William T. Barry,

and William Whitimore, late of your bailiwick, you cause to be made the sum of eighteen hundred [and] forty-four dollars and seventeen [cents,] with legal interest thereon, to be computed at the rate of six per centum per annum, from the 8th day of July, A. D. 1826, until paid, and for the want of goods and chattels you cause the same to be made of the lands, tenements, hereditaments of the said Thomas E. Boswell and others, together with forty-nine dollars and nineteen cents costs, which Thomas L. Hawkins, late in the Sandusky court of common pleas, recovered against them, whereof they are convict as appears to us of record; and that you have the same before the honorable judges of the court aforesaid, at the court-house in Sandusky, on the first day of our next term, to render unto the said Thomas L. Hawkins, for his debt and costs aforesaid; and have then there this writ. Witness, David Higgins, president of our said court, at the court-house aforesaid, this 30th day of March, A. D. 1836.

Attest: HOMER EVERETT, [SEAL.]
Deputy clerk."

No. 261.

"THOMAS L. HAWKINS, plaintiff,
vs.
THOMAS E. BOSWELL and others, deft's.

Returnable 1st day April term, 1836.

Decree - - - - -	$1,844 17
Costs on preceding writ - - -	49 19
Increase - - - - -	41
	$1,893 77

Paid on this decree, March 3d, A. D. 1832, by land sold under previous writ, 609 00."

"STATE OF OHIO,
Sandusky county, ss:

In obedience to this writ I have made diligent search for goods, chattels, lands, and tenements, and find none whereon to levy. June 28th, 1836.

J. D. BEAUGRAND, *Sheriff.*"

"PHILADELPHIA, *September 20th*, 1816.

"DR. HAWKINS: Enclosed is the half of the $50 note that I remitted you some days since. I am making arrangements as fast as possible to leave this place for the westward. I hope I shall have the pleasure of seeing you some time next month, at which time we must concert some method of obtaining our mill seat, and as many lots as possible. I wish you to keep the thing quiet. I shall, when I see you, invest into your hands the amount that I informed you of, to be appropriated in lots. I believe I could get a company here to buy the reservation; however, I shall be governed greatly by circumstances; the mill is the primary consideration that we must secure. If the company will not

do it, I will appropriate the amount required. I am very anxious to see you; I think we can concert something eventually to our advantage. I shall shortly make an extensive mercantile establishment in the westward, and should we ever be able to do anything of importance in that way at Lower Sandusky, I shall always be ready to aid you as far as possible. I wish you to take the numbers of the most valuable lots in this town that is laid off; those nearest the water will be the most valuable, especially those fronting the island; however, I wish you to inform yourself well on that subject. I shall certainly see you some time next month. I remain yours,

" Thos. L. Hawkins. THOS. E. BOSWELL.

" LEXINGTON, *June 4th*, 1817.

" MR. THOS. L. HAWKINS:

" Dear Sir: I have barely time to inform you that John T. Mason, a gentleman of high standing and respectability of this place, will join us in the purchase of our property at Lower Sandusky; you may expect to see me and your father at Columbus, by the 25th of this month, with ample funds to accomplish our object; keep the thing a secret, and divert the attention of speculators from our object as much as possible. Convey all the information to me on the subject that you can obtain; when we meet, I shall make you well acquainted with my views.

" I remain your friend, THOS. E. BOSWELL.

" PHILADELPHIA, *April 10th*, 1818.

" THOS. L. HAWKINS, *Lower Sandusky*.

Dr. Sir. I have received but one letter from you since I arrived at this place; in answer to which letter, I informed you my return to Kentucky would be probably speedy. Circumstances have occurred recently which has disappointed me in that expectation. I shall remain here until the first of June. I wish, therefore, for you to direct your letters to me at this place, so they will reach here by that time. I hope you have every thing going on as it should. The dam, I am anxious to hear whether it has stood the spring fresh and the breaking up of the ice; should it have resisted those attacks, I shall feel no apprehension as to its future permanency, as you will have it amply in your power, and a sufficiency of time before you, to secure it against any future encroachments. No doubt, before this reaches you, you will have heard of the failure of James Prentice, and the shameful manner in which he left Lexington. His failure, I am fearful, will affect our fortunes in this purchase very materially, and probably may ruin them. I have no doubt but what they have endorsed his paper much beyond their ability to pay. It is a distressing circumstance to their friends; they are worthy and honorable men. From this information I hope you will perceive the necessity of making every possible exertion of getting the mill in complete operation, and realize funds as fast as possible, to be enabled to meet the payments as they become due. I calculate on nothing else but what we shall have to make all the other payments. All of the unsold lots, except those reserved, sell them in such a way that we may

calculate funds arising from them will aid us in raising funds to meet our payments as they become due to the Government; sell them to the best advantage, but by no means sacrifice them. I wrote you last fall from Kentucky relative to the establishment of [a] powder mill at Sandusky. You have never answered me on that subject. It is a business I have no doubt would answer much beyond our most sanguine expectations. The article can be made with you for 25 cents; you know the consumption and price which it will bring; write me fully on that subject. Your saws left here 10 or 15 days ago, with some goods of mine; I hope you will get them shortly. I shall visit you this summer by way of the lakes. Since we have embarked into this speculation, let us make every exertion to make [it] turn out well; and I do assure you it is with us to do it; much support we need not calculate on from any other source; therefore let us not despair, nor let the world be disappointed in us, and our enemies rejoice over our fall. Write to me fully on receipt of this, and suppress no information that may be of importance. I remain your friend,

THOS. E. BOSWELL.

" Directed—Thos. L. Hawkins, Lower Sandusky, Ohio.
" Mailed—Post marked, Phil., 10 April. 25.

" LEXINGTON, *December 24th*, 1817.

" D'R SIR: I have just received yours of date 8th inst. I enclosed you some days since the half of two notes of one hundred dollars each. Your informing me that you will start from Sandusky for Columbus, makes me fearful you will not receive them in time, or may eventuate in a loss. The enclosed is the remaining half of those two notes; you will acknowledge the receipt of the same. In consequence of the badness of the roads when your father left here, he would not venture to take more than one-fourth of the loading we destined for him; at the same time your letters informing us that you were much in want of the oxen, which made us send him off with the load we did. Relative to Halbert, I wrote you very fully in my last letter. I hope it is perfectly understood with you, should the committee refuse to give up the two lots taken from ours, I shall object positively to your making sale to Holbert for the one adjoining Andrews. As you state, from *from* the misrepresentation of Holbert to the committee, they were induced to pursue the course so detrimental to our interest, by taking away two of our most valuable lots. Holbert gets the lot under consideration on those terms alone, by the committee giving up the lots in question, and immediately giving us a deed, or some instrument of writing, that in future we shall have no apprehension of having them taken away. Indeed, taking every thing into consideration, the known character of the men we are connected with in this purchase, and a variety of other circumstances, which you are probably well acquainted with, induces me to believe we cannot be in too great haste in having, if possible, a deed made in such a way, or some instrument of writing, that will completely secure our property, and at the same time place us out of the hands of

a set of base, designing knaves. I would therefore advise you to consult with some attorney of eminence, and give him complete information of the situation of this property, and get him to draw up an instrument of writing that will give us complete possession and control of the property. Should you go on and sell those lots some future day, you could not render a proper deed to the purchasers of those lots. It might eternally destroy your future prospects of independence, and, indeed, even a competency. I should have no objection to give a lawyer one hundred dollars to place you in a situation that in future you would be under no apprehension of losing this property. I would advise you to retain from the face of your map those lots, and such others as you think most valuable, No. 118, 117, 147, 149, 153, 123, 158, 159, 120.

"I shall write in a few days on business.

"Your friend, THOS. E. BOSWELL.

"T. L. HAWKINS.

"Directed—Mr. Thomas L. Hawkins, Columbus, Ohio.

"Mailed—Post marked, Lexington, Kentucky, December 25—37.

"BALTIMORE, *8th May*, 1818.

"MR. THOMAS L. HAWKINS.

"*Dear Sir:* I have not had the pleasure of hearing from you but once since my arrival in Philadelphia; I feel extremely anxious to hear from you relative to our mill, whether the ice has destroyed the dam or not, and if not, whether the mill is in operation, and likely to do good. From several sources I understand there will be considerable improvements made this summer; if so, I have no doubt but what you will be enabled to sell our lots, (those excepted we reserved,) (you must at all events reserve a lot on each street in each block,) to amount sufficient to meet our other instalments with the Government. I informed you some time since, that we should not be enabled to make any certain calculations on our partners, in meeting promptly the other engagements with the Government, consequently we must calculate alone on our own exertions. It is a property of such value that we ought to make every exertion to save it. It is spoken of by all who knows its situation to be the first point in the State; all I require of you, to save no exertion on your part. I pledge you mine, as far as I am able, to spare neither money or trouble to effect our object; I made an arrangement some few days since, which will probably throw into my hands a considerable quantity of powder for sale on commission; can any contract be made for the sale of any quantity; if so, at what price. Write me fully on that point; let no person know that I have it in contemplation to send any of that article out. I shall send you a lot of tobacco on my arrival at Pittsburgh; let me know whether any quantity can be sold. If there can, I shall have 5 or 6 thousand dollars worth, which I will send out immediately. I am on my way home; write me in Lexington. I shall come out to see you about the 20th June. I

wish you to write fully, and give me all particulars that may be necessary. I shall write to you when I reach Lexington.

I remain yours,

Directed—mailed. THOS. E. BOSWELL."

MR. THOMAS L. HAWKINS, *Lower Sandusky, Ohio.*

(Post marked, Baltimore, Md., May 8th, 25."

"THE STATE OF OHIO, *Sandusky county, ss:*

I, La Q. Rawson, clerk of the court of common pleas, within and for said said county, do hereby certify, that the foregoing executions, journal entries, appraisements, and letters, are truly taken and copied from the originals on file in my office.

In testimony whereof I do hereunto subscribe my name, and affix the seal of said court, at Lower Sandusky, this 7th day of November, A. D. 1846.

[SEAL.]

LA Q. RAWSON, *Clerk.*

By D. COPPER, *Deputy.*"

"*Exhibit D, Sheriff's deed.*

"Whereas, by the consideration and judgment of the court of common pleas, of the county of Sandusky, in the State of Ohio, at the July term, in the year of our Lord one thousand eight hundred and twenty-six, in the town of Lower Sandusky, to wit, on the day of the same month, by the judgment of the same court, held at the place aforesaid, Thomas L. Hawkins recovered against Thomas E. Boswell and others, the sum of eighteen hundred and forty-four dollars and seventeen cents, also forty-four dollars and seventy-four cents costs, by the said Thomas L. Hawkins about his suit in this behalf expended. And whereas, also, the said Thomas L. Hawkins afterwards, to wit, on the 26th day of November, in the year of our Lord one thousand eight hundred and thirty-one, sued out of said court of common pleas his writ of pluries fi. fa., commanding the sheriff of Sandusky county aforesaid, to whom said writ was directed, for want of goods and chattels, he cause to be made, of the lands and tenements and real estate of the said Thomas E. Boswell & Co., the debt and costs so recovered as aforesaid, with legal interest thereon, from the 8th day of July, A. D. 1826, until paid; which said writ of execution, was received by the sheriff of Sandusky county, on the 28th day of November, A. D. 1831. And said sheriff, finding no goods or chattels on which to levy, did, on the said 29th day of November, A. D. 1831, aforesaid, levy on lot No. 7, situated in the town of Lower Sandusky, reservation containing seventy-seven acres and seventy-five hundredths of an acre ($77\ \frac{75}{100}$) of land, and *and* on the same day, to wit, the 29th day of November, A. D. 1831, caused the same to be appraised by three respectable and disinterested freeholders, to wit, Jacob Nyce, George Bixler, and Robert Rice, who being by said sheriff duly sworn to impartially appraise said lot as aforesaid, with the improvements, &c., thereon, so levied on as aforesaid, and said appraisers, on actual view of the premises, did return to said

sheriff, under their hands and seals, and on their oaths, they did value said lot No. 7 as aforesaid, with the improvements, &c., to be worth four hundred and thirty-two dollars, (432.00,) on the whole. Whereupon, after receiving said appraisement, a copy of which was immediately deposited in the clerk's office of the court of Sandusky aforesaid, the said sheriff did, on the 21st day of January, A. D. 1832, advertise the sale of said lot as aforesaid, by causing the same to be published in the Sandusky Clarion, a paper published in Sandusky city, in the county of Huron, and of general circulation in this county, there being at this period no paper printed in the latter county, and by putting up one copy of the advertisement on the court-house door, and in five other public places in the county, two of which were put up in the township where said lot No. 7 is situate. And agreeable to said advertisement, to wit, on the third day of March, A. D. 1832, said sheriff offered said lot No. 7, as aforesaid, for sale at the door of the court-house, and said lot was sold to Sardis Birchard, for two hundred and eighty-eight dollars, (288.00,) being two-thirds of the appraised value, he being the highest and best bidder. And at the next term, to wit, March term, A. D. 1832, of the court of common pleas for Sandusky county, the said sheriff having returned his said writ with the proceedings thereon, and the said court of common pleas of said county aforesaid having carefully examined the proceedings of said sheriff, and being satisfied that the said sale had in all respects been made in conformity to the statute in such case made and provided, they do direct the clerk of said court to record the same, and the said sheriff to make and deliver in due form of law a deed of conveyance for said lot No. 7, so sold as aforesaid, to the said Sardis Birchard. Now, know ye, that I, Samuel Crowell, sheriff of the county aforesaid, in consideration of the sum of two hundred and eighty-eight dollars, (288.00,) to me in hand paid, the receipt whereof is hereby acknowledged, and by the authority vested in me, have given, granted, bargained, sold and conveyed unto the said Sardis Birchard, and by these presents do give, grant, sell, and convey unto the said Sardis Birchard, and unto his heirs and assigns forever, said lot of land so sold as aforesaid, by virtue of the authority aforesaid, with the improvements, appurtenances, and privileges, &c., thereto belonging, as fully and effectually as the same was holden by the said Thomas E. Boswell at any time since the said lot No. 7 as aforesaid became liable to the judgment aforesaid in manner and form aforesaid, with all the privileges thereunto belonging, or in any wise appertaining, unto him, the said Sardis Birchard, his heirs and assigns forever, to his and their proper use and behoof forever.

In testimony whereof I, the said Samuel Crowell, sheriff of Sandusky county, by virtue of the authority aforesaid, and the statute in such case made and provided, and my official capacity, hereunto set my hand and seal this 19th day of May, A. D. 1832.

SAMUEL CROWELL, *Sheriff*. [SEAL.]"

"Signed, sealed, and delivered, in presence of—

JAMES ROBINSON,
THOMAS OGLE."

"THE STATE OF OHIO, *Sandusky county, ss:*

Personally appeared before me, the within named Samuel Crowell, sheriff of Sandusky county, and acknowledged the signing, sealing, and delivery of the within deed of conveyance, to be his voluntary act and deed for the purposes therein contained.

Witness my hand and seal, this 19th day of May, A. D. 1832.

E. W. HOWLAND, *Associate Judge*. [SEAL.]"

" The above deed was received for recording June 21st, 1832, and recorded same day.

" Attest, JAMES ROBINSON,

" *Deputy Recorder, Sandusky county.*"

" THE STATE OF OHIO, *Sandusky county, ss:*

"I, B. F. Fletcher, recorder of said county, do hereby certify, that the foregoing is truly taken and copied from record book E, pages 236, 237, and 238, now remaining in the recorder's office of said county.

"In testimony of which, I hereunto set my hand and seal, this 7th day of November, A. D. 1846.

B. F. FLETCHER, *Recorder*. [SEAL.]"

To the admission of which record, and sheriff's deed, as evidence, the plaintiff objects; and thereupon, by consent of parties, the jury do say, that if, in the opinion of the court, the said record and sheriff's deed are by law admissible in evidence, then the said defendants are not guilty of the trespass and ejectment in the declaration mentioned; but if in the opinion of the court the said record and sheriff's deed are not admissible as evidence, then the jury say that the defendants are guilty of the trespass and ejectment in the declaration mentioned, and assess the plaintiff's damages at one cent; and thereupon the arguments of counsel being heard, and due deliberation had, the opinions of the judges were divided on the following questions, to wit:

1. Whether or not the proceedings and decree of the said court of common pleas, of Sandusky county, set forth in said record, are coram non judice and void.

2. Admitting said proceedings and decree to be valid, so far as relates to the lands specifically described in the said bill in chancery, whether or not said proceedings and decree are coram non judice and void, so far as relates to lot No. 7, in controversy in this case, and which is not described in said bill in chancery; or, in other words, whether said proceedings and decree are not in rem, and so void and without effect as to the other lands sold under said decree.

And thereupon it is ordered, that said questions be certified for decision to the next term of the Supreme Court of the United States, according to the act of Congress in such case made and provided.

THE UNITED STATES OF AMERICA,

District of Ohio, ss:

I, William Miner, clerk of the circuit court of the United States for